

covenants under this lease and no such entry shall render Lessor liable for any loss of or damage to the property of Lessee without proof of negligence on the part of Lessor.

14. INDEMNIFICATION OF LESSOR. Lessee agrees to indemnify and defend Lessor and to save harmless Lessor, and its lessees, licensees, invitees, agents, servants and employees of Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises or in the Building occasioned in whole or in part by any act or omission on the part of Lessor or any employee (whether or not acting within the course and scope of employment), agent, visitor, assignee or subtenant of Lessee or by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this lease on the part of Lessee to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by Lessee or anyone holding or claiming to hold through or under Lessee. Lessee agrees to pay Lessor promptly for all damage to the Building or the Premises and for all damage to the lessees of any portion of the Building caused by Lessee's misfeasance or neglect of the Building or of the Premises or of its or the Building apparatus and appurtenances; and Lessee agrees to reimburse and compensate Lessor as additional rent within five (5) days after the delivery of any statement to Lessee by Lessor for expenditures made by Lessor or for fines sustained or incurred by Lessor due to non-performance or non-compliance with, breach of, or failure to observe any term or provision of this lease upon Lessee's part to be kept, observed, performed or complied with.

Lessor shall not be liable to Lessee for any damage by or from any negligence of any other lessee of any portion of the Building or by any owner or occupant of adjoining or contiguous property. Further, Lessor shall not be liable to Lessee or to any person, firm or corporation claiming through or under Lessee for any injury or damage to persons or property resulting from fire

explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause whatsoever including latent defects in the Building, unless caused by or due to the negligence of Lessor, its agents, servants or employees (acting in the course and scope of employment) and Lessee's recovery for such negligence of Lessor shall be limited in any event to an amount no greater than the amount for which Lessor has insured such loss or damage.

15. INSURANCE AND INSURANCE RATES. Throughout the term of this lease, Lessor shall carry fire and extended coverage insurance insuring its interest in the Building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to Lessor. Throughout the term of this lease, Lessee shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises and its interest in its office furniture, equipment, supplies and other property. Lessee hereby waives any claim or right of action which it may have against Lessor for loss or damage covered by such insurance and Lessee covenants and agrees that it will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Lessor.

Lessee shall not do or cause to be done or permit on the Premises or in the Building anything deemed extra hazardous on account of fire; and Lessee shall not use the Premises or the Building in any manner which will cause an increase in the premium rate for any insurance in effect on the Building or any part thereof. If, because of anything done, caused to be done, permitted or omitted by Lessee or its agents, servants or employees (whether or not acting in the course and scope of employment) the premium rate for any insurance in effect on the Building or any part thereof shall be raised, Lessee shall pay Lessor on demand the amount of any such increase in premium which Lessor shall pay for

such insurance and if Lessor shall demand that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within five (5) days after receipt of such demand.

16. FIRE OR OTHER CASUALTY. In the event that before or during the term of this lease the Premises shall be damaged by fire or other casualty which in the opinion of Lessor does not render the Premises or a part thereof untenable and which shall not have been occasioned by the negligence of Lessee or of its servants, agents, or employees, Lessor (subject to the other provisions of this paragraph) will repair the same with reasonable dispatch upon receipt of written notice of the damage from Lessee and there shall be no abatement of the rent.

In the event that before or during the term of this lease the Premises or the Building shall be damaged by fire or other casualty which in the opinion of Lessor renders the Building, the Premises or any part of the Building or the Premises untenable and which shall not have been occasioned by the negligence of Lessee or of its servants, agents, or employees, Lessor within twenty (20) days of notice of such fire or casualty or of receipt of written notice from Lessee of such damage (whichever shall occur last) shall have the right to and shall either (i) deliver written notice to Lessee of Lessor's intent to repair said damage or (ii) if in Lessor's opinion said damage renders so much of either the Premises or the Building untenable that repair would not be feasible, deliver written notice to Lessee that this lease is terminated, provided, however, that Lessor shall not so terminate this lease unless such repairs cannot in Lessor's opinion be made within a period of sixty (60) days. If Lessor shall elect to terminate this lease as aforesaid, such termination shall be effective immediately upon delivery of such notice by Lessor to Lessee if the term shall not have commenced or on the date specified in such notice if during the term. In the event of such termination, the Base Rent shall be apportioned and paid to the

time of such fire or other casualty if the Premises are rendered wholly untenable by such fire or other casualty or to the specified date of termination if the Premises are not rendered wholly untenable by such fire or other casualty; provided that the amount of the rent shall be reduced as of the date of such fire or other casualty to an amount which bears the same ratio to the rent provided for in Paragraph 2 as the portion of the Premises then available for use bears to the entire Premises. Except hereinbefore specifically provided, Lessee's obligation to make payment of rent and all other charges on the part of Lessee to be paid and Lessee's obligation to perform all other covenants on the part of Lessee to be performed shall not be affected by any such fire or other casualty and Lessee hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligation of Lessee as herein set forth or which relieves Lessee therefrom. Any obligation of Lessee to Lessor for any sum of money due under any provision of this lease shall survive any such termination of this lease by Lessor. If, on the other hand, Lessor shall elect to repair such damage, such repairs shall be commenced within fifteen (15) days of notice to Lessee of such election and such repairs shall be completed within one hundred eighty (180) days of notice to Lessee of such election. During the period of repair, the rent provided for in Paragraph 2 of this lease shall be reduced to an amount which bears the same ratio to the rent provided for in Paragraph 2 as the portion of the Premises then available for use bears to the entire Premises. Upon completion of such repair, the rent shall be paid thereafter as if no fire or other casualty had occurred.

In the event that before or during the term of this lease the Premises or the Building shall be damaged by fire or other casualty which shall have been occasioned by the negligence of Lessee or of its servants, agents, or employees (whether or not acting in the course and scope of employment), there shall be no apportionment or abatement of the rent; and without prejudice

any other rights and remedies of Lessor and without prejudice to any rights of subrogation of any insurer of Lessor, Lessor shall have the right but shall have no obligation to repair the Premises or the Building and Lessee shall reimburse and compensate Lessor within five (5) days after delivery of any statement to Lessee by Lessor for any expenditures made by Lessor in making any such repairs.

The other provisions of this paragraph notwithstanding, Lessor shall have no obligation to replace or repair any property in the Building or on the Premises belonging to Lessee to anyone claiming through or under Lessee. Further, Lessor shall have no obligation hereunder to replace or repair any property on the Premises which Lessor shall have the right to require Lessee to remove from the Premises or any alteration, addition or improvement made to the Premises by, for, or at the direction of Lessee or any prior lessee of the Premises or any portion thereof.

Any dispute between the parties regarding any reduction in rent provided for in this paragraph shall be determined by arbitration in accordance with Article 45A, Chapter 1 of the North Carolina General Statutes as then prevailing or as otherwise then provided by the North Carolina General Statutes.

17. SUBORDINATION. Lessee agrees that this lease is and shall remain subject and subordinate to and may be assigned as security for all mortgages or deeds of trust which now or hereafter may affect the Building or the Land and all renewals, modifications, consolidations, replacements and extensions thereof. Provided, however, this Lease shall, in the event of foreclosure and sale of the demised premises pursuant to the terms of a mortgage or deed of trust, shall continue for the term hereof so long as Lessee is in full compliance with all of the terms of this Lease. This clause shall be self-operative and no further instrument shall be necessary to effect such subordination; provided, however, that Lessee shall execute promptly and deliver to Lessor any such certificate or certificates in writing as Lessor

may request evidencing the subordination of this lease to or the assignment of this lease as additional security for any such mortgage or deed of trust and Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact coupled with an interest to execute any such certificate, certificates or assignment on Lessee's behalf in the event Lessee shall fail to execute same upon request. Further, Lessee agrees to execute and deliver to the holder of any such mortgage or deed of trust such estoppel certificates as such holders from time to time reasonably may request.

18. CONDEMNATION. In the event the whole of the Building or such part thereof which would render the Premises wholly untenable shall be taken by eminent domain or in any manner for public use, Lessor at its option may terminate this lease by giving written notice of such termination to Lessee and upon the giving of such written notice by Lessor this lease and all rights hereunder shall expire as of the date when the right to possession of the Building or such part thereof shall be required by public authority as aforesaid and any rent paid for any period beyond said date shall be repaid to Lessee.

In the event any lesser part of the Building shall be so taken, this lease and every term and provision hereof shall remain in full force and effect unless such portion shall include a part of the Premises, whereupon this lease shall terminate as to such part of the Premises only and the remainder of this lease and every term and provision hereof shall remain in full force and effect; provided, however, that the rent shall be reduced as of the date when the right to possession of such part of the Building shall be required by public authority as aforesaid to an amount which bears the same ratio to the rent provided for in Paragraph 2 as the portion of the Premises then available for use bears to the entire Premises.

Lessee shall not be entitled to any part of any award or payment which may be paid to Lessor or made for Lessor's benefit

18 *pm* 12/12/91

in connection with such public use and Lessee shall have no claim or rights as against Lessor for the value of any unexpired term of this lease.

Any dispute between the parties regarding any reduction in rent provided for in this paragraph shall be determined by arbitration in accordance with Article 45A, Chapter 1 of the North Carolina General Statutes as then prevailing or as otherwise then provided by the North Carolina General Statutes.

19. QUIET ENJOYMENT AND TRANSFER OF TENANTS. Lessor agrees that Lessee on paying the rent and performing all the terms and provisions of this lease shall have, hold and enjoy quietly the Premises for the term provided herein; provided, however, that if the Area of the Premises as the same is set forth in the second full paragraph of this lease is 1,500 square feet or less, Lessor shall have the right, after having given Lessee thirty (30) days written notice of its intention so to do, to transfer and remove Lessee and all property of Lessee in the Premises from the Premises to any other available rooms and offices of substantially equal size and area in the Building, which rooms and offices thereafter shall constitute the "Premises" under this lease unless Lessor again shall relocate Lessee as herein provided. Lessor shall bear the expense of any such removal and transfer as well as the expense of any renovations or alterations necessary to make the new space conform substantially in layout and appointment with the original Premises.

20. NOTICES. Any notice or demand which by any provision of this lease is required or allowed to be given by either party to the other shall be deemed to have been given sufficiently for all purposes when made in writing and sent in the United States mail, certified or registered mail, return receipt requested postage prepaid and addressed: (a) if to Lessee, to the suite number of the Premises at the Building and (b) if to Lessor, to 325 Pollock Street, New Bern, North Carolina. Lessee hereby appoints as its agent for service of process in all dispossessory

distrain and summary ejectment proceedings which may be brought against it by Lessor, any person occupying the Premises; provided, however, that if no such person is occupying the Premises, then Lessee agrees that such service may be made by attachment thereof to the main entrance to the Premises.

21. SALE OF OFFICE COMPLEX. In the event of a sale of the office complex or Building in which the leased Premises is located, that is, those offices bearing postal enumerations from 1400 to 1410 Neuse Boulevard, are subdivided and sold, Lessee shall have the right of first refusal for the leased Premises bearing the postal enumeration of 1406 Neuse Boulevard, New Bern, North Carolina. If, however, Lessor sells the entire office complex or Building as a unit, and do not subdivide same, Lessee shall not have the right of first refusal under the terms of the Lease and shall negotiate directly with the purchaser on all matters pertaining to said Lease.

22. SUCCESSORS AND ASSIGNS. Except as provided herein, the provisions of this lease shall bind and inure to the benefit of Lessor and Lessee, and their respective successors, heirs, legal representatives and assigns, it being understood and agreed, however, that the term "Lessor" as used in this lease means only the owner at any particular time of the Land and Building of which the Premises are a part, so that in the event of any sale or sales of said property (including, without limitation, any judicial sale, any sale in foreclosure and any sale pursuant to a power of sale contained in a mortgage or deed of trust affecting all or any part of the Building or the Land), the Lessor named herein shall be and hereby is relieved of all covenants and obligations of Lessor hereunder and thereafter accruing; and it shall be deemed without further agreement that the purchaser at any such sale or sales has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder during the period such purchaser is the owner of the Land and Building. Should the Land and the entire Building be severed as to ownership by sale or as to right

of possession by lease, then the owner of the entire Building or the lessee of the entire Building that has the right to lease space in the Building to tenants shall be deemed to be the "Lessor." Lessee shall be bound to any succeeding party Lessor for all the terms and provisions hereof and shall execute any attornment agreement not in conflict herewith at the request of any succeeding party Lessor.

23. LESSOR'S WARRANTIES. Lessor warrants that the Premises comply fully with all federal, state and local laws, rules, regulations, orders and requirements relating to health, safety and the environment, including without limitation those relating to ambient air, surface and ground water, surface and subsurface soils and other natural resources and those relating to the manufacture, processing, distribution, use, treatment, storage, handling, transportation, release, disposal or importing and exporting of hazardous substances, hazardous wastes, pollutants, contaminants, toxic substances, asbestos, oil, other petroleum or chemical, biological or radioactive substances; the Premises have not previously been in violation of any such law, rule, regulation, order or requirement; and there does not exist on the Premises any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.

24. SEVERABILITY. In the event that any term or provision of this lease or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder thereof and the application of said term or provision to any other circumstance or situation shall not be affected thereby, and each term and provision of this lease shall be valid and enforceable to the full extent permitted by law.

25. PARAGRAPH HEADINGS. The paragraph headings used in this lease are for convenience of reference only and shall not be considered terms of this lease.

26. GRAMMATICAL USAGE. Throughout this lease, references to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural, and the plural the singular as indicated by the context in which used. Further, references to paragraphs are to numbered paragraphs and all subparagraphs thereof.

27. GOVERNING LAW. This lease shall be performed in the State of North Carolina; and Lessor and Lessee agree, notwithstanding the principles of conflicts of law, that the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this lease. Further, Lessor and Lessee agree that any action relating to this lease shall be instituted and prosecuted in the courts of Craven County, North Carolina, and Lessor and Lessee each consent to the jurisdiction of said courts and waive any right of defense relating to such jurisdiction and venue.

28. ENTIRE AGREEMENT. This lease contains the entire agreement and understanding between Lessor and Lessee, and there are no oral understandings, terms or conditions, and neither Lessor nor Lessee has relied upon any representation, expressed or implied, not contained herein. All prior negotiations and understandings are merged in this lease.

29. MODIFICATION. This lease may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

30. DUPLICATE ORIGINALS. This Lease is executed in duplicate originals; and both Lessor and Lessee acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be

admissible in any proceedings, legal or otherwise, without the production of the other such original.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

LESSOR: KELSO-WHEELER & ASSOCIATES, INC.

By: Chub X. Kelso
President

ATTEST:

W. H. Stecker, Jr.
Secretary

LESSEE: ATLANTIC BROADCASTING, INC.

By: John H. Wiggins
President

ATTEST:

James T. Wiggins
Secretary

for 12/12/91

WARD AND SMITH, P.A., ATTORNEYS AT LAW

STATE OF NORTH CAROLINA
COUNTY OF Craven

I, Debbie Smith Farnham, a Notary Public in
and for said County and State, do hereby certify that on the 1st
day of May, 1991, before me personally appeared
Chris S. Kelso, with whom I am
personally acquainted, who, being by me duly sworn, says that he
is President and that J. Gray Wheeler III
is 1st Secretary of KELSO-WHEELER & ASSOCIATES, INC., the
corporation described in and which executed the foregoing
instrument; that he knows the common seal of said corporation; that
the seal affixed to the foregoing instrument is said common seal;
that the name of the corporation was subscribed thereto by the said
President; that the said President and 1st
Secretary subscribed their names thereto and the said common seal
was affixed, all by authority of the Board of Directors of said
corporation; and that the said instrument is the act and deed of
said corporation.

WITNESS my hand and notarial seal, this the 1st day of
May, 1991.

Debbie S. Farnham
Notary Public

My Commission Expires:

My Commission Expires April 22, 1992

Jan 12/12/91

WARD AND SMITH, P.A., ATTORNEYS AT LAW

South
STATE OF ~~NORTH~~ CAROLINA
COUNTY OF FLORENCE

I, Sheilah W. Pisanic, a Notary Public in and for said County and State, do hereby certify that on the 6th day of May, 1991, before me personally appeared JOHN H. WIGGINS with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that Goyce L. Wiggins is Corporate Secretary of ATLANTIC BROADCASTING, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Corporate Secretary subscribed their names thereto at the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 6th day of May, 1991.

Sheilah W. Pisanic
Notary Public

My Commission Expires:

4/17/2000

pm 12/12/91

72-0371
18NLR/4
05-01-91

WARD AND SMITH, P.A., ATTORNEYS AT LAW

Exhibit A

That certain portion of a building located on Neuse Boulevard, New Bern, North Carolina and bearing postal enumeration of 1406 Neuse Boulevard, New Bern, North Carolina.

mu 12/12/91

Exhibit C

LICENSE TO BE ASSIGNED

United States of America

FEDERAL COMMUNICATIONS COMMISSION

FM BROADCAST STATION LICENSE



Official Mailing Address:

SPARTAN BROADCASTING, INC.
P. O. BOX 727
BAYBORO, NC 28515

Authorizing Official:

Thomas E. Anderson
V. L. Anderson
Supr Applications Examiner, FM Branch
Audio Services Division
Mass Media Bureau

Grant Date: January 17, 1991

Call sign: WJCS

This license expires 3:00 am.
local time: December 01, 1995

License File No.: BLH-900406KC

This license covers Permit No.: BPH-860918MU
as modified by Permit No.: BMPH-890714IC

This authorization re-issued to reflect a change in official mailing
address effective 4/22/91

Subject to the provisions of the Communications Act of 1934,
subsequent acts and treaties, and all regulations heretofore or
hereafter made by this Commission, and further subject to the
conditions set forth in this license, the licensee is hereby
authorized to use and operate the radio transmitting apparatus herein
described.

This license is issued on the licensee's representation that the
statements contained in licensee's application are true and that the
undertakings therein contained so far as they are consistent herewith,
will be carried out in good faith. The licensee shall, during the term
of this license, render such broadcasting service as will serve the
public interest, convenience, or necessity to the full extent of the
privileges herein conferred.

This license shall not vest in the licensee any right to operate the
station nor any right in the use of the frequency designated in the
license beyond the term hereof, nor in any other manner than
authorized herein. Neither the license nor the right granted hereunder
shall be assigned or otherwise transferred in violation of the
Communications Act of 1934. This license is subject to the right of
use or control by the Government of the United States conferred by
Section 606 of the Communications Act of 1934.

Name of Licensee:

THERESA SCHREIBER

jm 12/12/91

Height of radiation center above
mean sea level (meters) 110.0 110.0

Height of radiation center above
average terrain (meters) 104.0 104.0

Overall height of antenna structure above ground (including obstruction
lighting, if any) 193.0 meters

Obstruction marking and lighting specifications for antenna
structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

Paragraph 1.0, FCC Form 715 (March 1978):

Antenna structures shall be painted throughout their height with alternate bands of aviation surface orange and white, terminating with aviation surface orange bands at both top and bottom. The width of the bands shall be equal and approximately one-seventh the height of the structure, provided however, that the bands shall not be more than 100 feet nor less than 1 and 1/2 feet in width. All towers shall be cleaned and repainted as often as necessary to maintain good visibility.

Paragraph 3.0, FCC Form 715 (March 1978):

There shall be installed at the top of the structure one 300 m/m electric code beacon equipped with two 620- or 700-watt lamps (PS-40, Code Beacon type), both lamps to burn simultaneously, and equipped with aviation red color filters. Where a rod or other construction of not more than 20 feet in height and incapable of supporting this beacon is mounted on top of the structure and it is determined that this additional construction does not permit unobstructed visibility of the code beacon from aircraft at any normal angle of approach, there shall be installed two such beacons positioned so as to insure unobstructed visibility of at least one of the beacons from aircraft at any normal angle of approach. The beacons shall be equipped with a flashing mechanism producing not more than 40 flashes per minute nor less than 12 flashes per minute with a period of darkness equal to approximately one-half of the luminous period.

jm 12/12/91

Paragraph 5.0, FCC Form 715 (March 1978):

At approximately two-fifths of the over-all height of the tower one similar flashing 300 m/m electric code beacon shall be installed in such position within the tower proper that the structural members will not impair the visibility of this beacon from aircraft at any normal angle of approach. In the event this beacon cannot be installed in a manner to insure unobstructed visibility of it from aircraft at any normal angle of approach, there shall be installed two such beacons. Each beacon shall be mounted on the outside of diagonally opposite corners or opposite sides of the tower at the prescribed height.

Paragraph 14.0, FCC Form 715 (March 1978):

On levels at approximately four-fifths, three-fifths and one-fifth of the over-all height of the tower, at least one 116- or 125-watt lamp (A21/TS) enclosed in an aviation red obstruction light globe shall be installed on each outside corner of the structure.

Paragraph 21.0, FCC Form 715 (March 1978):

All lighting shall burn continuously or shall be controlled by a light sensitive device adjusted so that the lights will be turned on at a north sky light intensity level of about 35 foot candles and turned off at a north sky light intensity level of about 58 foot candles.

Paragraph 22.0, FCC Form 715 (March 1978):

During construction of an antenna structure, for which obstruction lighting is required, at least two 116- or 125-watt lamps (A21/TS) enclosed in aviation red obstruction light globes, shall be installed at the uppermost point of the structure. In addition, as the height of the structure exceeds each level at which permanent obstruction lights will be required, two similar lights shall be displayed nightly from sunset to sunrise until the permanent obstruction lights have been installed and placed in operation, and shall be positioned so as to insure unobstructed visibility of at least one of the lights at any normal angle of approach. In lieu of the above temporary warning lights, the permanent obstruction lighting fixtures may be installed and operated at each required level as each such level is exceeded in height during construction.

pm 12/12/91

Call sign: WJCS

License No.: BLH-900406KC

Station Location:

NC-BAYBORO

Frequency (MHz): 97.9

Channel: 250

Class: A

Hours of Operation: Unlimited

Main Studio Address:

NC-HOOKERLAND SHOPPING CENTER, HIGHWAY 55 WEST, BAYBORO.

Transmitter location (address or description):

NC-HIGHWAY 55, 3.2 KILOMETERS WEST OF HIGHWAY 306,
GRANTSBORO.

Remote control point address:

NC-HOOKERLAND SHOPPING CENTER, HIGHWAY 55 WEST, BAYBORO.

Transmitter: Type accepted. See Sections 73.1660, 73.1665 and 73.1670
of the Commission's Rules.

Transmitter output power (kW): 7.2

Antenna type: (directional or non-directional): Non-directional

Desc: ERI FM-H ONE SECTION ANTENNA, CIRCULARLY POLARIZED, SIDE-
MOUNTED ON A GUYED STEEL TOWER.

Antenna coordinates: North Latitude: 35 07 55.0
West Longitude: 76 52 32.0

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the horizontal plane (kW)	2.75	2.75
Height of radiation center above ground (meters)	102.0	102.0

pm 12/12/91

Exhibit D

ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement ("Agreement"), made and entered into this 12th day of December, 1991, by and between Atlantic Broadcasting, Inc., a North Carolina corporation ("Seller"), Jay Meisenhelder, a Michigan resident ("Buyer") and Robert Connelly as Escrow Agent ("Escrow Agent").

W I T N E S S E T H :

WHEREAS, contemporaneously herewith, Seller and Buyer have entered into a Contract for Sale ("Purchase Agreement") under the terms of which Buyer will acquire from Seller the personal property used in the operation of Radio Broadcast Station WKZF(FM), Bayboro, North Carolina ("Station"); and

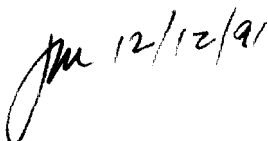
WHEREAS, the Purchase Agreement provides for the simultaneous execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intending to be legally bound, hereby agree as follows:

1. Buyer has simultaneously deposited with the Escrow Agent the sum of Twenty Five Thousand Dollars (\$25,000.00) ("Escrow Deposit"). The Escrow Deposit shall be held in a federally insured depository in Tampa, Florida by Escrow Agent.

2. The Escrow Agent shall hold the Escrow Deposit and accrued interest thereon as follows:

(a) If the Purchase Agreement is terminated by either Seller or Buyer pursuant to the provisions thereof, the Escrow Agent

 12/12/91

2.

shall deliver the Escrow Deposit plus accrued interest thereon to Buyer or transfer the Escrow Deposit plus accrued interest thereon to the account of Buyer in accordance with its instructions;

(b) Upon the closing of the Purchase Agreement, the Escrow Agent shall pay the Escrow Deposit to Seller and the accrued interest thereon to Buyer; and

(c) If the closing of the Purchase Agreement does not take place due to Buyer's failure or refusal to consummate the Purchase Agreement on the Closing Date at the Closing Place, all conditions to Buyer's obligation to consummate the Purchase Agreement having been fully satisfied, or in the event Buyer commits a material breach of or default under the Purchase Agreement the Escrow Agent shall, in accordance with the instructions of Seller, deliver the Escrow Deposit to Seller or transfer the Escrow Deposit to the account of Seller as full and complete liquidated damages of Seller, and the interest thereon shall be delivered to Buyer.

3. If a controversy arises between the parties hereto the Escrow Agent shall not be required to resolve such controversy or take any action in the premises, but shall await final resolution of the controversy by joint written instructions from the parties or by appropriate legal proceedings. In such event Escrow Agent may deposit Escrow Deposit into a court of appropriate jurisdiction in Washington, D.C. pursuant to an interpleader action.

4. Seller and Buyer jointly and severally agree to pay and hold the Escrow Agent harmless from and against all costs, charges,

Jm 12/12/91

3.

damages, and attorneys' fees which it in good faith may incur or suffer in connection with any action arising out of this Agreement.

5. The Escrow Agent shall have no duties other than those expressly imposed on it herein and shall not be liable for any acts which it may do or omit to do while acting in good faith and in the exercise of its judgment, and any act done or omitted by Escrow Agent on advice of counsel shall be conclusive evidence of such good faith.

6. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given on the date mailed by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

To Seller:	John H. Wiggins Station WWFN 1513 Heritage Lane Florence, South Carolina 29505
To Buyer:	Jay Meisenhelder 23556 High Meadow Drive Novi, Michigan 48375
To Escrow Agent:	Robert J. Connelly Connelly & Co. 5401 West Kennedy, Suite 480 Tampa, Florida 33609

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of the incapacity of either or both Escrow Agent, Seller and the Buyer, or their successors or assigns may designate a substitute Escrow Agent, or substitute Escrow Agent. If Seller and Buyer cannot agree on the selection of an Escrow Agent or Escrow Agent, the matter shall be submitted to arbitration.

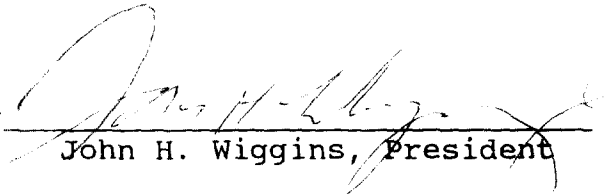
pm 12/12/01

4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on this day and year first above written.

SELLER:

ATLANTIC BROADCASTING, INC.

By 
John H. Wiggins, President

BUYER:

JAY MEISENHOLDER

Jay Meisenholder

ESCROW AGENT:

Robert Connelly

4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on this day and year first above written.

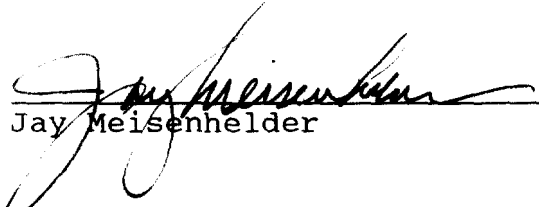
SELLER:

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Robert Connelly